

**AN AGREEMENT RELATING TO
THE USE OF EQUIPMENT OWNED
BY GEORGIA BIKES, INC.**



THIS AGREEMENT (the "Agreement") is made by and between GEORGIA BIKES, INC., (hereinafter referred to as "GEORGIA BIKES, INC."), and _____, located at _____, _____ (hereinafter referred to as "Renter").

NOW, THEREFORE, the parties agree as follows:

1. Equipment/Term: GEORGIA BIKES, INC., in consideration of the satisfactory performance of the terms and conditions of this Agreement, hereby grants to Renter the right to use ____ sets of Bicycle Event Warning Signs & Stands (hereinafter referred to as the "Equipment"), during the following dates/times:

From _____ a.m./p.m. on _____, 201__ to _____
_____am/pm on _____, 201__.

2. Rights and Responsibilities of Renter: Renter shall have the following rights, privileges and responsibilities:

Use of the Equipment during the dates/times agreed upon above, including pick-up from and return to GEORGIA BIKES, INC.; and

Payment of the fees and expenses set forth in section 4 below.

3. Rights and Responsibilities of GEORGIA BIKES, INC.: GEORGIA BIKES, INC. shall have the following rights, privileges and responsibilities:

Ensure the Equipment is available at the dates/times agreed upon above; and

Provide trained GEORGIA BIKES, INC. personnel to instruct Renter regarding proper use of the Equipment prior to Renter's use.

4. Direct Expenses: Renter shall reimburse GEORGIA BIKES, INC. for all GEORGIA BIKES, INC.'s direct expenses incidental to Renter's use of the Equipment. Such direct expenses shall include:

- a. Equipment use = \$ 10 per set /day; and

- b. Equipment replacement due to damage, theft, or loss = \$100 per set, payable within 60 days of damage, theft, or loss.
- 4. Care of Equipment: Renter shall take the necessary steps to assure that Renter, its employees, agents, representatives, guests and invitees shall not injure, mar, or in any way deface the Equipment, nor cause or permit anything to be done whereby said Equipment shall be in any manner injured, marred or defaced.
- 5. Indemnification/Hold Harmless: Renter shall indemnify and hold GEORGIA BIKES, INC. harmless of and from any and all loss, damage or injury to any person or persons, or property, arising from or connected with the Equipment or Renter's use thereof. Renter further agrees to waive all claims against GEORGIA BIKES, INC. on account of any loss, damage, or injury from whatever cause which may occur to Renter or its employees, agents, representatives, guests and invitees in the use said Equipment, the giving of this waiver being part of the consideration upon which this Agreement is based. Renter further agrees to indemnify GEORGIA BIKES, INC. for any damage done to the Equipment during Renter's use of the same.
- 6. Insurance: Renter agrees to obtain and/or maintain at its own cost and expense public or commercial liability insurance in the sum of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 combined limit; Renter shall further name GEORGIA BIKES, INC. as an additional insured on such policy, and at the time of the execution of this Agreement, shall furnish GEORGIA BIKES, INC. with a copy of said policy or a certificate that such insurance has been issued.
- 7. Signatures: The individuals signing below represent that they have been given authority to bind their respective parties, and by their signature below, agree that the parties will comply with the terms and conditions of this Agreement.

GEORGIA BIKES, INC.

"RENTER"

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____